

Neal Bergstrom (pro se)
227 E. 7845 S.
Sandy, Utah 84070
Telephone: (801) 712-8659

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES LIABILITY
INSURANCE CO., INC., AS INSURER OF
ADMINASERVICE, INC.

Plaintiff,

vs.

ADVANTIUS, INC., NEAL BERGSTROM,
ROBERT STEVENS, CHARLES CAMBRA,
III, JONATHON K. DRIGGS, AND
WORKFORCE SOLUTIONS, INC.

Defendants.

**DECLARATION OF NEAL
BERGSTROM**

Case No. 04 11824 PBS

Neal Bergstrom hereby declares as follows:

1. I am competent in all respects to make this Declaration. I have personal knowledge of the facts stated herein.
2. I am a resident of the State of Utah and have been my entire life. I have had a Driver's License in the State of Utah since 1980 and have always paid taxes in the State of Utah.
3. I have never been in the State of Massachusetts, never owned any property or assets located in the state of Massachusetts and never transacted any business in my own name in Massachusetts.

4. From 2001 through 2003, I was employed by Workforce Solutions and Advantius. I was first hired by Workforce Solutions in January of 2001 as a Vice President of Sales and Marketing, and held a similar position with Advantius. Those two companies eventually split, and I was retained by Advantius.

5. At or near the time the companies split, there was a group of investors who pledged an infusion of capital into Advantius, and they had asked that in the event of that investment that I become CEO. The investment was never made, the action moving me to CEO was never taken by the Advantius Board of Directors, and I never acted in that capacity (although the title of CEO was attributed to me prematurely for a short time, I never exercised ultimate decision making authority for the company).

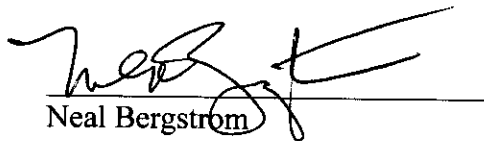
6. During the time I worked for Advantius, Advantius provided services for AdminaSource/AdminiaService. There was no contract for services, however, because AdminaSource/AdminiaService refused to sign a contract. The only contacts I had with AdminaSource/AdminiaService in Massachusetts were by telephone or written correspondence and were only performed in my role as an employee of Advantius. As I stated earlier, I was never in the state of Massachusetts for any purpose. In all of my interaction with AdminaSource/AdminiaService I was very clear that I had only limited authority and that there were actions that were outside of the scope of my authority.

7. I was paid a salary as an employee of Advantius. I never converted any funds belonging to any client, including AdminaSource/AdminiaService, for my personal use. I have no ownership interest whatsoever in Advantius and have never had any interest in any profits from Advantius.

8. I was served with a copy of the complaint in this case on October 14, 2004. The copy I was served with, however, was missing several pages. I immediately contacted counsel for the Plaintiff but did not receive a complete copy of the complaint until October 26, 2004.

9. I declare under penalty of perjury under the laws of the United States of America that to the best of my knowledge the contents of this Declaration are true and correct.

DATED this 3 day of November, 2004.


Neal Bergstrom

CERTIFICATE OF SERVICE

I hereby certify that on this 3 day of November, 2004, a true and correct copy of the foregoing was mailed first class, postage prepaid, to the following:

Ellen Rappaport Tanowitz
Fitzhugh, Parker & Alvaro, LLP
155 Federal Street
Boston, MA 02110

A handwritten signature in black ink, appearing to read "Ellen Rappaport Tanowitz", is written over a horizontal line.